



**COUNTY OF LOS ANGELES**  
**Internal Services Department**  
1100 North Eastern Avenue  
Los Angeles, California 90063



Dave Lambertson  
Director

*To enrich lives through effective and caring service.*

Telephone: (323) 267-2101  
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May 4, 2006

**Agenda Date: May 16, 2006**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENTS FOR ENERGY EFFICIENCY PROGRAMS  
DEPARTMENT OF WATER AND POWER SERVICE AREA  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the approval of these actions is categorically exempt pursuant to the provisions of the California Environmental Quality Act (CEQA).
2. Approve and authorize the Director of the Internal Services Department (ISD) or his designee to execute Agreements substantially similar in form to Attachment A with Whitehead Electrical Systems, Inc. to provide state of the art lighting and carbon monoxide controls for a sum of \$1,096,161; and with Energy Controls and Concepts to provide energy efficient lighting retrofits for \$793,575.
3. Approve and authorize the Director of ISD or his designee to execute an Agreement substantially similar in form to Attachment B with McParlane and Associates to perform retro-commissioning services in various County facilities for a total amount not to exceed \$1,130,096.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

ISD has been very successful in recent years in obtaining funds from the state to complete energy savings projects in Southern California Edison's (SCE) service area. These projects were funded through the California Public Utilities Commission (CPUC)

and could be used only in the SCE service area and not in the City of Los Angeles' Department of Water and Power (DWP) service area. Therefore, on November 7, 2005, ISD obtained a \$3.1 million loan from the Productivity and Quality Commission's Productivity Investment Fund (PIF) to implement energy efficiency projects in the DWP service territory. The Projects are described below and will be implemented in the facilities listed in Attachment C.

- Lighting Retrofits: Replace inefficient lighting with newer technology, high efficiency lamps and ballasts.
- Lighting Controls: Replace existing lighting control panels with remote controlled, programmable panels that will allow building lighting operations to be automatically scheduled.
- Carbon Monoxide Sensors : Install Carbon Monoxide (CO) sensors in parking lots to automatically control the operation of exhaust fans.
- Retro-commissioning: "Tune-up" the heating, ventilating, and air conditioning systems in large buildings to ensure they are operating efficiently.

The total annual energy savings for these projects is estimated at \$669,963 and provides a 4.5 year payback.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

These energy savings projects support Goal Number 4 of the County's Strategic Plan, Fiscal Responsibility, by investing in the public infrastructure and generating reduced, ongoing utility expenses.

### **FISCAL IMPACT/FINANCING**

There is no net County cost impact. The total project cost of \$3,069,832 includes a contingency amount of \$50,000. The total project cost plus PIF loan financing (at an interest rate of 3.7%) is estimated at \$3,510,769. PIF loan disbursements will be made once project expenses are incurred. Payments of the PIF loan will commence in Fiscal Year 2007-08 after the projects have been implemented and have generated utility bill savings. The overall PIF loan financing period is six years.

There is sufficient appropriation of \$550,000 in the Utilities Budget to pay the contractors for the work to be completed this fiscal year. The Fiscal Year 2006-07 Utilities Budget



includes \$2,520,000 to complete the remainder of the work. The appropriation amounts are fully offset by Operating Transfers In revenue.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

ISD's standard Energy Savings Agreement (Attachments A and B) will be used to contract for these projects. These Agreements have been approved as to form by County Counsel.

Subject to your Board's approval, the Agreement work will begin in June 2006. The projects are scheduled to be completed by December 2006.

The Agreements contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law and the Child Support Program.

These are not Proposition A Agreements due to the technical and one time nature of the services provided and therefore not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under these Agreements do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program," because of the specialized training needed to perform the work.

### **ENVIRONMENTAL DOCUMENTATION**

The approval of these Agreements is exempt from CEQA pursuant to Section 15301 of the state CEQA guidelines because the services to be performed under the Agreements consist of minor alterations to public facilities and/or equipment involving no expansion of existing use.

### **CONTRACTING PROCESS**

On January 10, 2006, ISD issued the first Request for Proposals (RFP) for implementation of the lighting retrofits, lighting controls, and CO sensors. The RFP was structured such that each proposer could bid on one or more of the components and could result in more than one contractor being selected. Notice of the solicitation was posted on the County website (see Attachment D) and was also sent to additional vendors (Attachment E). ISD received two (2) proposals for the lighting retrofits and one (1) proposal for the lighting controls and CO sensors. Of the lighting retrofit proposals; one (1) proposal was rejected because it did not meet the minimum requirements of the solicitation. The proposal submitted by Energy Controls and Concepts was determined to meet the qualifications for the lighting retrofits. The proposal submitted by Whitehead



Electrical Systems, Inc. was determined to meet the qualifications for the lighting controls and CO sensors.

For the lighting retrofits, lighting controls, and CO sensor projects, the contractors provided equipment unit costs, project total costs, and project energy savings based upon preliminary facility audits completed by ISD. Upon execution of the Agreements, pending your Board's approval, the contractors will complete an investment grade audit and submit a final cost and energy savings estimates. Any modifications to the Agreement amounts and energy savings as a result of these investment grade audits will be completed through the formal change order process and will be funded through the contingency amount. If a project is not economically viable within a particular facility, ISD will substitute it with a different facility within the DWP service area.

On January 25, 2006, ISD issued a second RFP for the retro-commissioning projects. Notice of the solicitation was posted on the County website (see Attachment F) and also sent to additional vendors (Attachment G). ISD received four (4) proposals. All proposals met the minimum qualifications. The proposals were evaluated based upon past experience, technical approach, price and project schedule. The proposal submitted by McParlane and Associates was determined to be the highest ranked proposal and provide the best value to the County.

The retro-commissioning services in the Agreement consist of two major components. The first involves investigation of County facilities, identification of specific retro-commissioning energy measures within a facility, and technical modeling and verification reports. The second consists of implementation of specific measures identified during the investigation/identification process. Based upon the results of the investigation/identification process, it may not be cost effective to implement some or all of the energy measures recommended by the contractor. Therefore, the Agreement allows for the reduction and/or change to the scope of services to eliminate the implementation of energy measures identified by the contractor during the retro-commissioning process.

Prior to commencing work to implement specific energy measures developed during the retro-commissioning process, the contractor will submit and the Director of ISD will approve the specific measure and measure costs. In no event will the Agreement sum exceed \$1,130,096. If it is determined that it will be more cost effective and provide

The Honorable Board of Supervisors  
May 4, 2006  
Page 5

better value to the County, ISD will reduce and/or change the scope of services and Agreement as described above and competitively bid out the implementation of the energy measures to other vendors. If necessary, ISD will seek your Board's approval to execute subsequent Agreements.

The selection of the vendors was made without regard to race, color, gender, creed or national origin. CBE information for the firms recommended for the Agreements is shown in Attachment H.

**IMPACT ON CURRENT SERVICES OR PROJECTS**

Upon completion of the projects, inefficient and outdated equipment will have been replaced and/or upgraded and the County utility costs will be reduced.

Respectfully submitted,

*TAM Tindall*

Dave Lambertson  
Director

*for*

DL:NH:ynj  
Attachments  
c: Chief Administrative Officer  
Executive Officer  
Board of Supervisors  
County Counsel

**ENERGY SAVINGS AND  
MONITORING AGREEMENT  
BY AND BETWEEN**

**COUNTY of LOS ANGELES**

**AND**

**NAME**

**DATE**

## ENERGY SAVINGS AND MONITORING AGREEMENT

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THIS ENERGY SAVINGS AND MONITORING AGREEMENT, dated as of \_\_\_\_\_, 2006, (the "Agreement"), by and between NAME, duly organized and existing under the laws of the State of TBD (hereinafter "Contractor"), whose address is ADDRESS and the County of Los Angeles, administered by the Internal Services Department (hereinafter the "County"), whose address is 1100 North Eastern Avenue, Third Floor, Los Angeles, California 90063.

NOW, THEREFORE, in consideration of the mutual benefits of this Agreement, each party agrees as follows:

### ARTICLE I DEFINITIONS AND EXHIBITS

**Section 1.1 Definitions** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

**Agreement:** This Agreement including Exhibits as set forth in Section 1.2 and any duly authorized and executed amendment thereto.

**Baseline Billing Period:** A period occurring prior to the date of this Agreement and described in the attached Exhibit C, the beginning and end dates of which correspond to a future Billing Period occurring during the term of this Agreement.

**Baseline Energy Consumption:** The amount of energy consumption recorded through utility data and measurements for a composite twenty-four month period for the Facilities for which energy conservation measures will be implemented under this agreement.

**Billing Period:** A period for which the County is regularly billed for energy used or consumed; or if agreed to by the parties, two or more such periods.

**Certificate of Acceptance:** The notification by the County that equipment has been delivered and installed at the facilities in accordance with the specifications described in the Agreement.

**Change Order:** The form, as shown in Exhibit E-2, to be used to change/modify the Scope of Work.

**Completion:** All work necessary to complete the project including, but not necessarily limited to Retrofit work, Submittals, As-Builts, Punchlist Items, removal of all of Contractors temporary construction items such as offices, bins, trash, tools and equipment.

**Contractor:** *NAME*, and its officers, employees, agents, successors and assigns.

**CPM:** Critical Path Method; a type of project schedule.

**Day:** All references to “days” are defined as calendar days, unless otherwise agreed to by the Contractor and County in writing.

**Director:** The Director of Internal Service Department or his authorized representative.

**Energy Management Division:** The Internal Services Department’s Energy Management Division.

**Energy Savings:** The decrease in units of energy used or consumed by the County as a result of installation of the Equipment and/or System, multiplied by \$0.08 per unit for Department of Water and Power service territory, which shall be computed as set forth in the attached Exhibit C.

**Energy Report:** The energy analysis relating to the Facilities and the EEMs implemented prepared by the Contractor.

**Equipment:** The property described in the attached Exhibit A and in the Contractor’s proposal in response to the County’s Request for Proposals (RFP).

**Facilities:** The County buildings to be retrofitted under this Agreement. See Exhibit A.

**M&V:** The Monitoring and Verification portion of the project, which will confirm the energy savings, achieved.

**Notice to Proceed:** The Notice to Proceed is the written notice from the County to the Contractor to begin the Scope of Work.

**Scope of Work:** The design and installation of Equipment described in the attached Exhibit A and identified in the Contractor’s proposal in response to the County’s RFP.

**Specifications:** Any specifications provided as part of this Agreement pertaining to any equipment installed.

**State:** The State of California.



**System:** The operational Systems in the Facilities described in Exhibit A which are to be modified by Contractor pursuant to this Agreement.

**Term of Agreement:** The period during which this Agreement is to be in effect as specified in Section 7.1.

**Year:** Year shall be defined as Three Hundred Sixty-Five (365) consecutive calendar days.

**Section 1.2 Exhibits** The following Exhibits are attached to and by reference made a part of this Agreement:

**Exhibit A:** A description of the Scope of Work and Systems to be installed at the Facilities by the Contractor pursuant to this Agreement, including a separate listing of the Equipment and manufacturer, the serial numbers of which shall be inserted when available.

**Exhibit B:** A Certificate of Acceptance by the County indicating that the System has been delivered and installed in accordance with this Agreement and the Specifications, and has been accepted by the County.

**Exhibit C:** Procedures and formulas including the Baseline and estimated Energy Savings per the Energy Report to be used by the Contractor to compute the Energy Savings for any Billing Period or Year during the Term of the Agreement.

**Exhibit D:** Requirements for the Project Schedule.

**Exhibit E-1:** Contract Payment Request Form and Instructions

**Exhibit E-2:** Change Order Form

**Exhibit E-3:** Schedule of Values Form

**Exhibit E-4:** Comprehensive Lighting Audit Form

**Exhibit E-5:** Jury Service Program

## **ARTICLE II DESCRIPTION OF WORK**

**Section 2.1 Implementation of EEMs** Based on Contractor's proposal dated DATE and relative to each energy efficiency measure (EEM) authorized by the County, the Contractor will comply with the following subsections 2.1.1 through 2.1.3:

**Section 2.1.1. Lighting Retrofits** Lighting retrofits shall consist of replacing existing magnetic ballast lamps, incandescent and HID lighting with modern energy efficient equipment and fixtures. Lighting retrofits shall consist of the following phases:

- A. **Preliminary Lighting Audit** The preliminary lighting audit (“Preliminary Lighting Audit”) contained in the Contractor’s proposal shall become part of this Agreement. The Preliminary Lighting Audit contains a list of equipment to be installed in County Facilities and cost estimates developed by the Contractor, based on preliminary information provided by the County.
- B. **Comprehensive Lighting Audit** Upon receipt of the County’s Notice To Proceed, the Contractor will conduct a comprehensive lighting audit (“Comprehensive Lighting Audit”) for each Facility in the format defined in Exhibit E-4. The Comprehensive Lighting Audit shall identify changes in the work proposed by the Contractor in the Preliminary Lighting Audit. A Change Order shall incorporate the Comprehensive Lighting Audit into this Agreement. The unit costs for each item shall be the same for both the Preliminary and for the Comprehensive Lighting Audits. Any requested changes in Scope of Work from the Preliminary to the Comprehensive Lighting Audits must be made in writing itemizing each change. Changes are approved after receiving the County’s written approval.

At a minimum, the Comprehensive Lighting Audit shall verify the following information for the facility:

- 1) An inventory of the existing lighting fixtures and lamps for each floor or space with separate line entries for each room, or area where there is no room number; type of fixture and lamp; and the corresponding fixture wattage for each fixture type.
- 2) An itemized list of any changes in the proposed Scope of Work from the Preliminary Lighting Audit and the reason for the change.
- 3) The nomenclature used to describe existing lighting in the Preliminary Lighting Audit must be used must be consistently used in the comprehensive lighting audit and described in a legend. The legend must be able to tie/link the preliminary and comprehensive lighting audit descriptions of lighting equipment. If the description of existing lighting is not indicated on the Preliminary Lighting Audit a new description will be permitted.
- 4) A definition of baseline energy consumption using the information provided in the Preliminary Lighting Audits.
- 5) The methodology and calculations to be utilized to measure and verify the actual energy savings achieved when the retrofit work is completed.

- C. **Installation** As soon as is practicable following the approval of the Change Order(s) developed in the Comprehensive Lighting Audit, Contractor shall commence installation of the Equipment. Equipment cannot be ordered until the County approves the Change Order(s). The Contractor may purchase materials if request for pre-purchase of Equipment has been submitted in writing and approved by the County. All necessary permits and approvals shall be the sole obligation of the Contractor.

A licensed, qualified general contractor will perform installation of the Equipment and all other necessary items. Should Contractor choose to subcontract any portion of work, selection of all subcontractors shall be subject to the County's approval. The Scope of Work to be performed by Contractor is set forth in Exhibit A.

**Section 2.1.2 Building Wide Lighting Controls** Building-wide lighting control systems save energy during building working hours and after-hours time periods. This is accomplished by integrating a programmable control system into the existing lighting circuit breaker panels. A pre-programmed time schedule controls the designated interior and exterior lighting circuits around normal occupied working hours while allowing individual zone override during unoccupied times. Building-wide lighting controls shall consist of the following phases:

- A. **Construction Documents** Upon receipt of the County's Notice To Proceed the Contractor shall prepare installation documents consisting of working drawings, Specifications, and all computations in a form satisfactory to the County. Construction documents will be submitted to the County for final review and approval. The Contractor shall prepare installation documents in full compliance with applicable building codes, ordinances and other regulatory authorities and secure required approvals and permits.
- B. **Installation** As soon as is practicable following the approval of the construction documents, Contractor shall commence installation of the Equipment. Equipment cannot be ordered until the County approves the construction documents. The Contractor may purchase materials if a request for pre-purchase of Equipment has been submitted in writing and approved by the County. All necessary permits and approvals shall be the sole obligation of the Contractor.

A licensed, qualified general contractor will perform installation of the Equipment and all other necessary items. Should Contractor choose to subcontract any portion of work, selection of all subcontractors shall be subject to County approval. The Scope of Work to be performed by Contractor is set forth in Exhibit A.

**Section 2.1.3 Carbon Monoxide Sensors/Mechanical Retrofits** This work consists of adding Carbon Monoxide sensors, replacing control systems, and



retrofitting mechanical equipment associated with ventilation systems located in County Facilities. Phases for this work are described below:

- A. **Construction Documents** Upon receipt of the County's Notice To Proceed the Contractor shall prepare construction documents consisting of working drawings, Specifications, and all computations in a form satisfactory to the County. Installation documents will be submitted to the County for final review and approval. The Contractor shall prepare construction documents in full compliance with applicable building codes, ordinances and other regulatory authorities and secure required approvals and permits.
- B. **Installation** As soon as is practicable following the approval of the construction documents, Contractor shall commence installation of the Equipment. Equipment cannot be ordered until the County approves the Construction Documents. The Contractor may purchase materials if a request for pre-purchase of Equipment has been submitted in writing and approved by EMD. All necessary permits and approvals shall be the sole obligation of the Contractor.

A licensed, qualified general contractor will perform installation of the Equipment and all other necessary items. Should Contractor choose to subcontract any portion of work, selection of all subcontractors shall be subject to County approval. The Scope of Work to be performed by Contractor is set forth in Exhibit A.

**Section 2.2 Energy Report** Contractor shall prepare the Energy Report one year after execution of the Certificate of Acceptance. The Energy Report shall set forth at least the following information:

**Section 2.2.1 Energy Audit** The Contractor's Energy Audit of the Facilities shall use the most recent two years' utility billing information and data related to the operation of the Facilities provided by the County. The audit shall:

- A. Include Baseline Energy Consumption for a typical twelve month period. The Baseline Energy Consumption will be used to calculate the Energy Savings resulting from implementation of the Scope of Work and is described in Exhibit C.
- B. Clearly show the calculations used to determine Baseline Energy Consumption and Energy Savings at the Facilities in accordance with Exhibit C.

**Section 2.2.2 Energy Usage Records and Data** The County has furnished or shall furnish or cause its energy suppliers to furnish to the Contractor upon its request, all records and complete data concerning energy usage for the Facilities. This shall include the following data for the most current twenty-four (24) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; and descriptions of all energy management procedures

presently utilized. It is agreed and understood that the County is making no warranty as to accuracy or correctness of the data supplied under Section 2.2.2.

**Section 2.2.3 Energy Savings** From and after the installation and acceptance of the System, the Energy Savings of the System shall be computed as specified in Exhibit C. The Contractor shall calculate the Energy Savings obtained in accordance with the formulas set forth in Exhibit C. Such formulas shall be adjusted to compensate for changes ("Changes in Use") such as, without limitation, modifications to the Facilities or the County's Equipment, variances in Facility occupancy, extended operating hours of the Facility, or the County's addition or removal of energy consuming equipment. The Contractor and the County must agree in writing to adjust the Baseline Energy Consumption used in the calculation of Energy Savings due to Changes in Use. The Changes in Use and Energy Savings will be calculated in kilowatt-hours (kWh). Kilowatt-hours usage will be converted into savings by multiplying it by \$0.08/kWh. The dollar amount arrived at by such calculation shall be the Energy Savings. The Contractor will provide County, upon request, all data and calculations required to audit the Contractor's determination of Energy Savings.

**Section 2.3 Location and Access** The County will not provide sufficient rent-free space at the Facilities for the installation and operation of the Equipment. The County shall provide access to the Facilities for the Contractor to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by the Contractor. The Contractor shall be granted access to make emergency repairs or corrections as it may in its discretion determine are needed. The Contractor shall give 48 hours prior notice to the County prior to entering the Facilities.

**Section 2.4 Hazardous Materials** The Contractor shall be responsible for proper disposal of all PCB-contaminated ballasts by incineration and all non-hazardous equipment rendered useless as a result of the installation of the System. To the extent Contractor encounters any asbestos or other hazardous material in the performance of the Scope of Work, Contractor shall stop work, notify the County and propose a change in the Scope of Work pursuant to Section 2.5 providing for remediation of such material as necessary to accomplish the completion of the Scope of Work. The County may either accept Contractor's proposed change in the Scope of Work, or elect to undertake remediation efforts independently within a time period mutually acceptable to both parties. The parties agree that it is not contemplated under the original Scope of Work that Contractor undertake material remediation of asbestos or other hazardous materials (other than the disposal of PCB-contaminated ballasts). Subject to the foregoing, Contractor shall comply with all applicable federal, state and local requirements related to hazardous materials. The project completion date shall be extended if hazardous materials (except for PCB-contaminated ballasts) is encountered for those operations, which are part of the performance of the Scope of Work, and is on the critical path as defined in the project schedule.

**Section 2.5 Changes in Work** The Contractor and/or County may propose changes in the Scope of Work described in Exhibit A, including without limitation the types or

quantities of Equipment to be installed, substantially in the form of Exhibit E-2, the Change Order Form and/or Change Order Request. Compensation for change orders may be either by unit prices as defined in the Contractor's proposal, or agreed lump sum. All lump sum estimates prepared by the Contractor shall be supported by an itemized cost breakdown. The itemized breakdown accompanying the estimate shall quantify all Contractor and subcontractor added and deleted labor, material, and construction equipment directly involved with the change.

For change order work performed solely by the Contractor, the Contractor may add a maximum of 15% mark-up which shall cover all profit, overhead, supervisions and any and all other expenses or costs which are incurred by the Contractor because of the change in the work.

For change order work performed by a subcontractor at any tier, the subcontractor may add a maximum of 15% mark-up, and the Contractor may add 6% mark-up which shall cover all profit, overhead, supervisions and any and all other expenses or costs which are incurred by the subcontractor because of the change in the work. County shall accept or reject proposed change orders within thirty (30) days of receipt from Contractor.

### **ARTICLE III DELIVERY SCHEDULE**

**Section 3.1 Bonds** The Contractor shall deliver to the County the bonds described in section 7.4 within Twenty-one (21) calendar days from the execution of this Agreement. The Contractor shall not start work on this project until the County approves the bonds, in writing. For every day beyond the twenty-one (21) calendar days there shall be a one-calendar day subtracted from the number of days stated in Section 3.4.

**Section 3.2 Energy Report** The Energy Report shall be submitted one year after the acceptance date.

**Section 3.3 Construction Documents** Construction documents shall be submitted for County approval no later than thirty (30) days after Notice to Proceed has been received by the Contractor.

**Section 3.4 Scope of Work** All work associated with the Scope of Work and including all executed Change Orders shall be complete within, \_\_\_\_ calendar days after the Notice to Proceed has been received by the Contractor.

**Section 3.5 Comprehensive Lighting Audit** Comprehensive Lighting Audit documents shall be submitted for County approval no later than forty (40) days after Notice to Proceed has been received by the Contractor.

**Section 3.6 Building Wide Lighting Controls** Building wide lighting controls documents shall be submitted for County approval no later than sixty (60) days after the



Notice to Proceed has been received by the Contractor.

## **ARTICLE IV PAYMENT**

**Section 4.1 Consideration** In consideration of the performance by the Contractor in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by the Director, County agrees to pay Contractor a maximum fee of \$AMOUNT, subject to any fully executed Change Orders as provided for in Section 2.5.

**Section 4.2 Payments** Payment for the Scope of Work comprising the original Contract shall be made upon demand of the Contractor as indicated in the following subsections A through D.

- A. A working day of the month shall be selected by the County and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. On the selected day of each month, payment requests equal to 90 percent of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the County for payment.
- B. Upon execution by the County of the Certificate of Acceptance, the Contractor may make a payment request for the amounts retained by the County as specified in Sections 4.1 and 4.2.
- C. No progress payment made at any time while there is work in progress will be considered an acknowledgment or acceptance of any or certain portions of the work done in accordance with the drawings and specifications.
- D. All demands for payment shall be itemized and rendered in three (3) copies by the Contractor and shall be certified by the Director when found by him to be correct. Payment will be made to the Contractor within forty-five (45) days after receipt by the County of each Contractor's payment request. *Amounts which are due and not paid to the Contractor within the forty-five (45) calendar days shall accrue interest at the lesser of (a) two and one-half (2-1/2) percentage points greater than the prime rate established from time to time by Bank of America, N.A., or the greatest rate of interest permitted by law.*
- E. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments.
- F. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the contract, all sub-contractors and material suppliers on record with the project manager will be notified by U.S. Mail regarding the

status of such payment. Subcontracts and material suppliers of record will be advised to refer to their rights under the Civil Code relating to "Stop Notices" and other means or methods of securing payment of their work or materials.

**Section 4.3 Acceptance** Within 10 business days after written notification by the Contractor that the Scope of Work has been completed in accordance with this Agreement, the County shall, unless it determines that the Scope of Work has not been completed in accordance with this Agreement, execute and deliver to the Contractor a Certificate of Acceptance.

## **ARTICLE V MONITORING, MAINTENANCE AND MODIFICATIONS OF SYSTEM**

**Section 5.1 System Monitoring** From and after completion of the Scope of Work, the Contractor, for the term of the contract, at its own expense, shall:

- Visit the Facilities as necessary,
- Inspect the System for proper operation as necessary,
- Prepare an annual summary report of System condition which describes the operation of the equipment installed as observed by the Contractor,
- Repair or replace any of the County's existing equipment which is damaged as a result of negligent action by the Contractor, or its agents or independent Contractors.

**Section 5.2 Interference With Use of Facilities** All work required to be performed by the Contractor under Section 2 hereof shall be done at times and in a manner which will not unreasonably interfere with the County's use of the Facilities affected thereby.

**Section 5.3 Protection and Modification of System By County** From and after acceptance of the System:

- A. The County shall properly maintain at its expense the Facilities in good working order as they affect the System, including the System and the equipment to which the System is connected. The County shall operate the System in accordance with manufacturers' recommendations and all applicable federal, state and local regulations.
- B. County shall notify the Contractor immediately of any malfunction of the System or any related energy consuming equipment.

## **ARTICLE VI NOT USED**

## **ARTICLE VII**

## **GENERAL PROVISIONS**

**Section 7.1 Term of Agreement** The Term of this Agreement shall commence on the date of execution and continue for one year, from and after the execution and delivery of the Certificate of Acceptance acknowledging the acceptance of the System.

### **Section 7.2 Not Used**

### **Section 7.3 Termination and Suspension**

- A. **For the County's Convenience** The Director may, in his sole option and discretion, cancel, terminate or suspend this Agreement, without any liability other than payment for work already performed, up to the date of termination or suspension by giving written 30 day notice of such termination or suspension to Contractor. The Contractor shall be paid the reasonable value of his services rendered. In the event of any such termination or suspension by the Director, Contractor shall provide to County a termination report consisting of all drawings, specifications, reports and data accumulated to the date of such termination in a form capable of assimilation for use by County.
- B. **Termination for Default** If the Contractor refuses or fails (i) to commence the work within the time required by this Agreement, (ii) to prosecute the work or any separable part with the diligence that will ensure completion within the time specified in this Agreement, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its sub-contractors, laborers, and materialmen, (v) to perform any of Contractor's other obligations under this Agreement, or (vi) to complete the work within the time specified in this Contract ("events of default"), the Contractor shall be in default of this Agreement.
1. Once in default, the Contractor shall cure such events of default within thirty (30) days of receipt of written notice of default, or if such events of default cannot be completely cured within thirty (30) days after said written notice, Contractor shall notify the County of the delay within ten (10) days of receipt of the written notice of such default and commence and diligently pursue to cure such default in a manner and reasonable time frame mutually acceptable to the County and the Contractor.
  2. If the Contractor fails to cure an event of default pursuant to this Section, the Director may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work). In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, on the site necessary for completing the work. The Contractor and Contractor's sureties shall be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed



with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

- E. **Termination for Improper Consideration** The County, by written notice to Contractor, may immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
- F. **Default Regarding Use of County Lobbyist** Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this contract, upon which County may immediately terminate or suspend this Agreement.
- G. **Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program** Failure of Contractor to maintain compliance with the requirements set forth in Section 8.17 "Contractor Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default of Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provisions of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Section 7.3.2 "Termination for Default", and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.
- H. **Contractor Responsibility and Debarment**
1. **Responsible Contractor**  
A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with Responsible Contractors.

**2. Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

**3. Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**4. Contractor Hearing Board**

a. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. **Sub-contractors of Contractor**

Section 7.3 (H) shall also apply to sub-contractors of County Contractors.

- I. **Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law** The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County

Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-contractors, if any, to post this poster in a prominent position in the Sub-contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the posters to be used.

**Section 7.4 Bonds** Contractor shall provide surety bonds from a surety or sureties admitted to do business in California, in the sum of 100% of the Agreement amount, to assure faithful performance and payment for materials and labor by the Contractor. The bond format shall be subject to the review and approval of the County and upon execution shall remain in full force and effect during the construction and warranty periods. Should any surety or sureties upon the bonds become insolvent, Contractor shall renew the bonds with a surety or sureties doing business in California within ten (10) days after receiving notice of the surety's or sureties' insolvency. Notice to Proceed cannot be issued until County approves the Bonds in writing.

**Section 7.5 General Insurance Requirements** Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- A. **Evidence of Insurance** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered the Internal Services Department prior to commencing services under this Agreement. Such certificates or other evidence shall:
1. Specifically identify this Agreement.
  2. Clearly evidence all coverages required in this Agreement.
  3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
  4. Include copies of the additional insured endorsement to the commercial general liability policy adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
  5. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to

transact business in the State of California.

- B. **Insurer Financial Ratings** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. **Failure to Maintain Coverage** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. **Notification of Incidents, Claims or Suits** Contractor shall report to County:
1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage or building services disruption which may result in the filing of a claim or lawsuit against Contractor and/or County shall be report via phone within an hour to the assigned County Project Manager and thereafter made in writing within 24 hours of occurrence.
  2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  3. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury report" to the County project manager.
  4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- E. **Compensation for County Costs** In the event that Contactor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all cost incurred by County.
- F. **Insurance Coverage Requirements for Sub-contractors** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
1. Contractor providing evidence of insurance covering the activities of sub-Contractors, or
  2. Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance



coverage at any time.

#### **G. Insurance Coverage Requirements:**

1. **General Liability** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. **Automobile Liability insurance** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.
3. **Workers Compensation and Employers’ Liability** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

4. **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

#### **Section 7.6 Indemnification**

- A. Contractor agrees to indemnify, defend, and hold harmless the County, and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers’ compensation benefits relating to Contractor’s operations

or its services related to the performance of this Agreement, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

### **Section 7.7 Warranty**

- A. **Equipment Warranty** The Contractor hereby assigns to the County all of its interest in any Equipment Vendor's warranties and guarantees, expressed or implied, provided that the Contractor is hereby authorized to obtain the customary services furnished in connection with such warranties and guarantees on behalf of the County. The County shall be a third party beneficiary of all warranties and representations applicable to any Equipment installed. The Contractor shall provide an extended warranty for defects in materials for all equipment and material provided for a period of two (2) years from the date of project acceptance as indicated in the Certificate of Acceptance (Exhibit B) executed by the County.
- B. **Workmanship Warranty** The Contractor warrants the quality of all work performed in the System, and fitness for the particular use contemplated by County, whether expressed or implied, made by the Contractor. The Contractor further warrants installation or modification by the Contractor of the System for defects in workmanship for a period of two (2) years from the date of project acceptance as indicated in the Certificate of Acceptance (Exhibit B) executed by the County.
- C. **Light Level Performance Warranty** The Contractor warrants that the light level performance shall meet minimum Illuminating Engineering Society (IES) standards and/or there shall be no reduction in the current lighting levels for a period of three (3) years from the date of project completion as approved by the County.

**Section 7.8 Repairing Damaged Work/ Restoring Building Services** All portions of the work that may be damaged by accident or in the course of or on account of installation services, or by reason of any other cause, or disruption to building services, except by County cause, during the progress of the work, shall be carefully and neatly repaired or reconstructed or restored by Contractor at his sole expense and the whole left in first-class condition and turned over to the County ready for use. Should any part of the work of this Agreement be cut into or damaged by other Contractors, the Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

**Section 7.9 Quality of Work and Material** All materials, parts and equipment furnished by the Contractor shall be new, first quality and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices. All work shall conform to the project drawings and specifications.

### **Section 7.10 Assignment**

- A. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**Section 7.11 Compliance with Laws** Contractor shall conform to and abide by all applicable Municipal, County State and Federal laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference.

Contractor agrees to indemnify and hold County harmless from any loss, damage or liability resulting from a violation by Contractor, its employees, agents, or sub-contractors of such laws, rules, regulations, ordinances, and directives.

**Section 7.12 Liquidated Damages** All time limits stated in this Agreement are of the essence and in the event Contractor fails to complete the work required to be done hereunder on or before the time for completion set forth herein, including any authorized extension of time, it is mutually understood and agreed by and between Contractor and the County that the use by the public of the System will be correspondingly delayed, and that by reason thereof, the County and the public will necessarily suffer great damages and that the nature of the damages will be extremely difficult and impractical

to fix that the County and the Contractor have endeavored to fix the amount of said damages in advance; that the sum of \$200 a day for each and every day's delay in the completion of the System subsequent to the required time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the County and Contractor hereby fix said sum of \$200 a day, for each and every day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of this agreement to complete the System on or before the stated time of completion and, in the case of such breach, the County shall cause the deduction of said amount from the amount due Contractor hereunder. In the event the remaining balance due Contractor is insufficient to cover the full amount of assessed liquidated damages, then Contractor or the surety on the bonds shall pay the difference to the County.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

**Section 8.1 Notices** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered or certified form with postage fully prepaid to the addresses specified in the first page hereof; provided that the Contractor and the County, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

**Section 8.2 Force Majeure** Should either party hereunder be prevented by force or events not under its control from performing its obligations under this Agreement, this Agreement will nevertheless remain in effect and performance hereunder will be resumed as soon as such causes have been remedied.

**Section 8.3 Binding Effect** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the County and their respective successors and assignees.

**Section 8.4 Severability** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.5 Amendments, Changes and Modifications** This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Contractor and the County.

**Section 8.6 Waiver** The waiver of any breach of any term, covenant or condition of this Agreement by any of the parties hereto shall not constitute a continuing waiver of any subsequent breach, either of the same or of any additional or different term, covenant or condition of this Agreement.

**Section 8.7 Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, section or clause of this Agreement.

**Section 8.8 Further Assurances and Corrective Instruments** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment or the System, or for otherwise carrying out the expressed intention of this Agreement.

**Section 8.9 Entire Agreement** This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties with respect to this Agreement other than those set forth in this Agreement.

**Section 8.10 Applicable Law** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the Superior Court of the County of Los Angeles.

**Section 8.11 Prevailing Wages** Contractor shall, in the event and to the extent required by applicable law, cause to be paid to each worker employed, whether employed directly by Contractor or by one of its sub-contractors, the rate of wages generally prevailing for such worker's skill or trade in the area in which the Facilities are located.

Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are on file with the County of Los Angeles, Internal Services Department.

**Section 8.12 Conflict of Interest.** No County employee whose position in County enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

**Section 8.13 Independent Contractor Status** This Agreement is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.



Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

**Section 8.14 Affirmative Action** During the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.
- B. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor shall deal with Contractor's sub-contractors without regard to or because of race, color, religion, sex or national origin.
- D. The Contractor shall comply with current federal employment and reporting requirements for County funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with Federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the Federal form.
- E. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this Section.
- F. The Contractor shall allow the County access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested in writing by the County.
- G. The Contractor agrees that if the County finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated Federal or State anti-discrimination laws may constitute a finding by the

County of Los Angeles that the Contractor has violated the anti-discrimination provisions of the Agreement.

- H. At County's option, and in lieu of canceling, terminating, or suspending the Agreement, the County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars (\$200) for each violation found and determined. The County and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.
- I. The Contractor shall include the provisions of the foregoing paragraphs A through H. in every subcontract, so that such provisions will be binding upon each sub-contractor performing work required by this Agreement.

**Section 8.15 Consideration of Hiring County Employees Targeted For Layoffs**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment opening to qualified permanent County employees who are targeted for layoff after the effective date of this Agreement.

**Section 8.16 Consideration of Hiring GAIN/GROW Program Participants**

Should Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**Section 8.17 County's Quality Assurance Plan**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

**Section 8.18 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5426(b).

**Section 8.19 Notice to Employees Regarding Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each sub-contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

**Section 8.20 Compliance with Jury Service Program**

**A. Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**B. Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the

County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for the County under the Contract, the sub-contractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **SECTION 8.21 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### **SECTION 8.22 BACKGROUND CLEARANCES**

At any time prior to or during term of this Agreement, the County may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and

continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.



IN WITNESS HEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Director of the Internal Services Department, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
Dave Lambertson

Director  
Internal Services Department

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, Jr.  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

Company Name

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

### DESCRIPTION OF SYSTEM, EQUIPMENT AND LOCATION

The following provides a brief description of the System to be installed by ---- at the Facilities. The System will include various combinations of the following equipment:

<b>Description:</b>	<b>Manufacturer:</b>
Electronic ballasts	Magnetek, Advance, Howard, Motorola, SLI/PLP
Dimming electronic ballasts	Advance, Motorola, Luton
T-8 Fluorescent lamps	G.E. T-8 with Starcoat, Phillips, Orsam/Sylvania
Compact fluorescent fixtures	Enertron
Electro-illuminest exit signs	Eagle II
New Fixtures (T8 and T5)	American Illuminetics (standard fluorescent), Lithonia Lighting (2x2) Enertron (compact fluorescents)
HID Fixtures	Romlight, Venture Lighting, JanMar, CLI .
Occupancy Sensors	Wattstopper, Novitas, Unenco
Lighting Control Panels	Square D – Powerlink G3 Lighting Controls
Lighting Control Software	Square D and Teletrol
Lighting Control Override Controls	Idec
Carbon Monoxide Sensors	To be agreed upon by the Contractor and County

Additional products may be used with the County's prior written approval.

The Scope of Work also includes the following documents and such documents are hereby incorporated into this Agreement herein by reference:

- Contractor proposal dated XX-XX-XXXX
- County's Request For Proposal dated XX-XX-XXXX including all Addendums



COUNTY OF LOS ANGELES  
**Internal Services Department**  
1100 North Eastern Avenue  
Los Angeles, California 90063



Dave Lambertson  
**Director**

*To enrich lives through effective and caring service.*

Telephone: (323)  
FAX: (323)

(date)

**EXHIBIT B**  
**CERTIFICATE OF ACCEPTANCE**

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the County; and, with respect to the Equipment described in Exhibit A, (the Equipment Group) of the Energy Savings Agreement (Agreement) dated as of \_\_\_\_\_, by and between the County and (Contractor), that:

1. The equipment has been delivered and installed at the Facilities in accordance with the Specifications described in the Agreement
2. The date of acceptance of the Equipment is \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LOS ANGELES,

By:\_\_\_\_\_

Title:\_\_\_\_\_

## EXHIBIT C

### BASELINE ENERGY CONSUMPTION

This portion of the exhibit has been developed in accordance with the Energy Savings and Monitoring Agreement. Its purpose is to assist the parties in providing a pre-installation reference point of annual Baseline Energy Consumption for the County Facilities. Using this Baseline Energy Consumption, the Contractor will calculate the avoided cost (savings) to the County and shall determine the Actual Energy Savings. The Baseline Energy Consumption for the Equipment and Systems included in the Scope of Work and Exhibit A for facilities in the Los Angeles Department of Water & Power service territory totals x,xxx,xxx kWh.

### MEASUREMENT & VERIFICATION PLAN

This methodology has been developed for this project for which a constant load,  $kW_{pre}$ , operating for a determinable and uniform period of time in the baseline is being replaced with a new load,  $kW_{post}$ , operating for a determinable and uniform period of time in the post-installation period.

General project scope:

- Re-ballast and re-lamp standard fluorescent fixtures with electronic ballasts and T-8 lamps and provide new tombstones as needed.
- Wash and clean fixture pans and diffusers and replace discolored, cracked, or broken diffusers.
- Install building wide lighting controls to implement pre-programmed lighting operation schedules.
- Install carbon monoxide sensors and replace mechanical equipment to control the operation of ventilation fans.

Data Sources:

- Approved Standard Wattage Table (See attached Table C-1).
- Measured hours of Systems and Equipment operation using metering installed by the Contractor.
- Nameplate data for existing Systems and Equipment in County Facilities.

Sampling:

- Load: Load is determined by the approved Standard Wattage as amended from time to time. Load is also determined from measurements conducted by the Contractor and by calculations conducted by the Contractor.
- Hours: Contractor shall measure hours of operation at a statistically significant 80% confidence and 20% precision for each sample group. A minimum of 20% of the rooms indicated in the sample group shall be sampled.
- Sample Groups
  - Jury Assembly and deliberation rooms
  - Public Restrooms
  - Private Restrooms
  - Hallways and Corridors
  - Jail Cells
  - Small Offices (less than 150 sq. ft.)
  - Larger Offices More than 151 sq. ft with one or two persons)
  - Office area with more than 2 people
  - Conference rooms
  - Sallyport
  - Detention office
  - Janitor
  - Mechanical rooms
  - Fan rooms
  - Kitchens
  - Lunch Room
  - Pipe chase
  - Parking
  - Stairwells
  - Classrooms
  - Labs
  - Exam rooms
  - Storage
  - Parking garages

#### Measurement Equipment to Be Used:

- Time of Use Lighting Loggers manufactured by Pacific Science and Technology or equal.
- Synergistic Control Panel.
- Dranetz Meter, Series 800 or equal



Contractor shall verify annually that the Actual Energy Savings (as part of the Energy Report) is within 10% of the initial calculation of Actual Energy Savings. If the annual calculation of Energy Savings varies by more than 10% from previous value of Actual Energy Savings, Contractor shall notify the County, and may elect to revisit the site to check for maintenance requirements, as well as for significant changes in building characteristics, such as additional lighting installation, added equipment on lighting circuits, or significant change in operating hours. If significant changes in building characteristics have occurred, then both parties shall revise the baseline assumptions and energy savings and revise the Baseline Energy Consumption.

### **ENERGY SAVINGS CALCULATION**

Contractor shall provide energy savings estimates using the calculation below:

$$\text{Monthly Savings} = (\text{kW}_{\text{PRE}} - \text{kW}_{\text{POST}}) \times (\text{Op}_{\text{MEASURED}}) \times (\$0.08/\text{kWh}) \div 12 \text{ Months}$$

- kWpre: Pre-installation connected kilowatts
- kWpost: Post-installation connected kilowatts
- Opmeasured: Measured operating hours (Annual)
- kW values derived from the Measurement and Verification Plan above

As an initial estimate of Energy Savings, it is anticipated that the implementation of EEMs will reduce XXX,XXX kWh (or \$x,xxx,xxx,) annually using a rate of \$0.08/kWh.

As discussed in section 2.2 of the Energy Savings and Monitoring Agreement, the Contractor will present the County with an Energy Savings Report with calculated Energy Savings annually. These reports will commence after the Certificate of Acceptance has been issued. The County and the Contractor will agree to any modifications or adjustments to the Baseline Energy Consumption in writing.

## **EXHIBIT D REQUIREMENTS FOR THE PROJECT SCHEDULE**

### **A. GENERAL**

1. The Contractor shall provide a schedule for the Scope of Work in accordance with the requirements of this Exhibit. Any variation from the approach specified herein shall be used only with the prior approval of the County.
2. The schedule shall employ the Critical Path Method (CPM) using an automated system for the planning, scheduling and reporting of the Scope of Work to be performed under the Agreement. All schedule submittals shall be accompanied by a computer diskette containing the schedule and quantity data. The graphic portions of the schedule shall be displayed using a diagramming method acceptable to the County.
3. Where applicable, the schedule shall provide a quantified breakdown of schedule activities by floor within the Facility in order to provide a realistic projection of planned work in the various work areas of each Facility.
4. The Contractor shall provide for the automated updating of the computer-produced schedule at no cost to the County.
5. The Contractor shall state which days of the week will be planned work days, Holidays, and time periods for shift work by trade, if any.
6. In developing the schedule, the Contractor shall be responsible for assuring all subcontractor work, as well as its own work, is included in the schedule. The Contractor shall also be responsible for the inclusion of all activities by other parties, which may impact upon the Scope of Work, including activities to be performed or provided by the County.
7. The schedule as developed shall show the sequence and interdependence of all activities (Contractor and others) required for completed performance of the Scope of Work. The Contractor shall be responsible for assuring all work sequences are logical and understood by the County.

8. Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity.
9. In the event the Contractor fails to define any element of work, activity or logic and the County review does not detect this omission or error, such omission or error, when discovered by the Contractor or County, shall be corrected by the Contractor at the next monthly schedule Update (discussed hereinafter) and shall not affect the requirements of ARTICLE III – DELIVERY SCHEDULE.
10. Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the requirements of ARTICLE III – DELIVERY SCHEDULE.

**B. JOINT REVIEW, REVISION, ACCEPTANCE**

1. The Contractor shall meet with the County within seven (7) calendar days after the date of the Notice to Proceed to conduct a joint review of the schedule requirements of the Contract to assure the County of the Contractor's understanding of the requirements of this Article.
2. Within seven (7) calendar days after the date of the Notice to Proceed, the Contractor shall designate in writing an authorized representative in the Contractor's organization who shall be responsible for coordinating with the County during the preparation and maintenance of the schedule. The Contractor's representative shall have complete authority to act on behalf of the Contractor in fulfilling the requirements of the Agreement.
3. The Contractor shall submit the schedule fourteen (14) days after the date of the Notice to Proceed.
4. If the County questions the Contractor's proposed activities, logic, durations, or quantities, the Contractor shall, within (7) calendar days of receipt of the County's request, provide a satisfactory revision to, or adequate justification for, the schedule's activities, logic durations, or quantities to the satisfaction of the County.
5. If the County does not request a revision or justification of the schedule, the County and the Contractor shall meet within fourteen (14) calendar days of receipt of the Contractor's schedule for joint review, correction or adjustment of the schedule.

6. If the County does request a revision or justification, the County and the contractor shall meet within seven (7) calendar days of receipt of the Contractor's response to the County's comments on the schedule for joint review, correction or adjustment of the Contractor's schedule. Any areas, which, in the opinion of the County, conflict with timely completion of the Scope of Work, shall be subject to revision by the Contractor.
7. Upon establishment of an agreed upon schedule, the Contractor shall sign on the face of the schedule documents which shall then indicate the Contractor's acceptance and approval of the schedule. Final review and acceptance by the County will take place subsequently within seven (7) calendar days.

C. **SCHEDULE CONTENT**

1. The schedule shall cover the following project phases and/or activities:
  - a. Issuance of the Notice to Proceed.
  - b. Identification of any required permits or approvals required to perform the work of the project.
  - c. Procurement Activities to be accomplished during the Contract. Procurement activities shall include shop drawing submittals, appropriate time for approvals, and the fabrication and realistic delivery of key and long-lead procurement items.
  - d. Construction or installation by floor within building.
  - e. Correction of any punchlist deficiencies.
  - f. Final Inspection/Acceptance of the Scope of Work
2. The following shall be depicted on the schedule for each activity:
  - a. Activity numbers.
  - b. Concise description of the work represented by the activity.
  - c. Activity duration in whole working days with a maximum duration of fifteen (15) working days each, except for

non-construction activities including mobilization, shop drawing, fabrication of materials, delivery of materials.

- d. If applicable, the quantity of fixtures represented by the activity.
- e. Original Duration of the activity.
- f. Remaining Duration of the activity.
- g. Activity Early Start Date.
- h. Activity Early Finish Date.
- i. Total Float.

**D. CONSTRUCTION SCHEDULE UPDATING**

- 1. The schedule shall be updated on a regular basis until the Certificate of Acceptance has been issued. The Contractor shall meet with the County at regularly scheduled update meetings to review actual progress made through the date of the schedule update meeting, including the date activities started and/or completed, and the percentage of work completed on each activity started and/or completed. The date of each scheduled update meeting shall be mutually agreed upon by the Contractor and the County and shall be reflected on the schedule.
- 2. In case of disagreements at the schedule update meeting concerning actual progress to date, the County's determination shall govern.
- 3. Each updated schedule shall be forwarded to the County and will include a diskette containing the back-up of the schedule and three (3) copies of the schedule.
- 4. If the County does not record any exceptions to the schedule update within fourteen (14) calendar days after its receipt, the County shall be deemed to have accepted and approved the schedule update.

**E. CONSTRUCTION SCHEDULE REVISION**

- 1. Updating the schedule to reflect actual progress made up to the date of the schedule update meeting shall not be considered a revision to the schedule.

2. If, as a result of the monthly schedule Update, it appears the schedule no longer represents the actual progress of the Work, the County will request, and the Contractor shall submit, a revision to the schedule.
3. The County may also request revisions to the schedule in the event the Contractor's Scope of Work is revised. If the Contractor desires to make changes in the schedule to reflect revisions in its method of operating and scheduling of the Scope of Work, the Contractor shall notify the County in writing, stating the reason for the proposed revision to the schedule.
4. If revision to the schedule is contemplated, the Contractor or County shall so advise the other in writing at least fourteen (14) calendar days prior to the next schedule Update meeting, describing the revision and setting forth the reasons thereof.
5. All reasonable requests by the County for revisions will be implemented by the Contractor.

**F. RESPONSIBILITY FOR COMPLETION**

1. The Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the completion of the Scope of Work in accordance with the schedule. If, in the opinion of the County, the Contractor falls behind in meeting the dates contained in the schedule, the Contractor shall take such steps as may be necessary to improve its progress, and the County may require it to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction equipment without additional cost to the County. The provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the Contractor so elects and gives reasonable notice to the County.

ACCEPTANCE BY THE COUNTY OF THE CONTRACTOR'S SCHEDULE DOES NOT RELIEVE THE CONTRACTOR OF ANY OF ITS RESPONSIBILITY WHATSOEVER FOR THE ACCURACY OR FEASIBILITY OF THE SCHEDULE, OR OF THE CONTRACTOR'S ABILITY TO MEET THE CONTRACT COMPLETION DATE, NOR DOES SUCH ACCEPTANCE EXPRESSLY OR IMPLIEDLY WARRANT, ACKNOWLEDGE OR ADMIT THE REASONABLENESS OF THE ACTIVITIES, LOGIC, DURATIONS, OR QUANTITY LOADING OF THE CONTRACTOR'S SCHEDULE.



COUNTY OF LOS ANGELES  
Internal Services Department  
1100 North Eastern Avenue  
Los Angeles, California 90063



Dave Lambertson  
Director

*To enrich lives through effective and caring service.*

Telephone: (323)  
FAX: (323)

(date)

**Exhibit E-1**

**Energy Management Division**  
**Contract Payment Request No.**

Progress Period from xx/xx/xx through xx/xx/xx

EMD Contract Number: EMD-

Date: xx/xx/xx

Contractor:

Contractor Invoice #

Address:

Phone:

Page 1 of

Item No.	Location/Facility	Contract Amount	Percent to Date	Total Earned to Date
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
A	Total Contract Value	\$ -	0.0%	\$ -
B	Previous Earned to Date (Item A from Prior Claim)			\$ -
C	Total \$ Due this Period (A minus B)			\$ -

**Certification of the Contractor or its Duly Authorized Representative**

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work shown on the payment request are correct; that all the work has been performed and material supplied in full accordance with the contract on this project; that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "total amount payable this estimate" has been received.

Contractor: \_\_\_\_\_

\_\_\_\_\_  
Signature - Title Date

Los Angeles  
County: \_\_\_\_\_

\_\_\_\_\_  
Project Manager Date  
Certified and Approved as per the Terms of the Contract



COUNTY OF LOS ANGELES  
Internal Services Department

1100 North Eastern Avenue  
Los Angeles, California 90063



Dave Lambertson  
Director

*To enrich lives through effective and caring service.*

Telephone: (323)  
FAX: (323)

Date:  
**Exhibit E-2**  
**CHANGE ORDER No.**

Project:

EMD Contract Number: EMD-

Facility Name:

Contractors Name  
Contractors Street Address:  
Contractors City – State – Zip

Attention:

You are hereby directed to make the following changes. Changes shall include labor, material and equipment; each item shall include all charges direct and indirect arising out of this additional work.

Item 1:

Reason: The

Cost.....\$

Total Net Kw savings due to this change (+/-) Kw

Total net time impact of this change order.....

The contract completion date is extended from – remains at / / to / / .

This change order constitutes full and mutual accord and satisfaction for all costs and time extensions related to this change order. By acceptance of this change order, the contractor agrees that the change represents an equitable adjustment to the contract. With the execution of the change order, the contractor releases the County of Los Angeles from any and all existing or future delay impact costs, home office, or extended overhead claims related to the work authorized in this change order. The specifications, where pertinent, shall apply to these changes.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Executed

\_\_\_\_\_  
County of Los Angeles

\_\_\_\_\_  
Executed



### Exhibit E-3 Schedule of Values

[illegible]

**EXHIBIT E-4  
COMPREHENSIVE AUDIT**

**TO BE DISTRIBUTED AT THE PROPOSER'S CONFERENCE**

## Exhibit E- 5

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

#### Part I: Jury Service Program Is Not Applicable to My Business

- ☐ **My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.**
- ☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

**"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.**

**"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

- ☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II - Certification of Compliance

- ☐ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**RCx ENERGY SAVINGS AND  
MONITORING AGREEMENT  
BY AND BETWEEN**

**COUNTY of LOS ANGELES**

**AND**

**CONTRACTOR'S NAME  
DATE**

## RCX ENERGY SAVINGS AND MONITORING AGREEMENT

---

THIS RCx Energy Savings and Monitoring Agreement dated as of \_\_\_\_\_, 2006, (the "Agreement"), by and between NAME, duly organized and existing under the laws of the State of TBD (hereinafter Contractor), whose address is ADDRESS and the County of Los Angeles, administered by the Internal Services Department (hereinafter the "County"), whose address is 1100 North Eastern Avenue, Third Floor Los Angeles, California 90063.

NOW, THEREFORE, in consideration of the mutual benefits of this Agreement, each party agrees as follows:

### ARTICLE I DEFINITIONS AND EXHIBITS

**Section 1.1 Definitions** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

**Agreement:** This Agreement including Exhibits as set forth in Section 1.2 and any duly authorized and executed amendment thereto.

**BAS:** The Building Automation Systems operated in County Facilities.

**Baseline Energy Consumption:** The amount of energy consumption recorded through utility data, measurements, and eQuest modeling for a composite twenty-four month period for the Facilities.

**Billing Period:** A period for which the County is regularly billed for energy used or consumed; or if agreed to by the parties, two or more such periods.

**Certificate of Acceptance:** Once the retro-commissioning Scope of Work has been completed at the Facilities in accordance with the Specifications described in the Agreement, the County shall issue a Certificate of Acceptance as indicated in Exhibit B.

**Change Order:** A change in the Scope of Work that shall be requested by the Contractor or the County and approved by the County per Exhibit E-2.

**Completion:** All work necessary to complete the Scope of Work as indicated in

this Agreement and removal of any of Contractor's temporary construction items such as offices, bins, trash, tools and equipment.

**Contractor:** *NAME*, and its officers, employees, agents, successors and assignees.

**CPM:** Critical Path Method; a type of project schedule.

**Day:** All references to "days" are defined as calendar days, unless otherwise agreed to by the Contractor and County in writing.

**DDC:** Direct digital control; the technology used in control Systems.

**Director:** The Director of Internal Service Department or his authorized representative.

**EEM:** Energy Efficiency Measures.

**EEMIS:** Enterprise Energy Management Information System, the real-time, facility monitoring System utilized by the County.

**EMD:** The County's Energy Management Division.

**eQUEST (Quick Energy Simulation Tool):** The facility modeling software to be utilized for the Scope of Work under this Agreement.

**Energy Savings:** The decrease in units of energy used or consumed by the County as a result of installation of the EEMs, multiplied by \$0.08 per unit for Department of Water & Power service territory, which shall be computed as set forth in Article II.

**Equipment:** The property described in the attached Exhibit A and in the Contractor's proposal in response to the County's Request for Proposals (RFP).

**Facilities:** The County buildings to be retro-commissioned under this Agreement. See Exhibit A.

**HVAC:** Heating, ventilation and air conditioning Systems and equipment.

**M&V:** The Measurement and Verification portion of the Scope of Work which will confirm the Energy Savings achieved.

**Notice to Proceed:** The Notice To Proceed is the written notice from the County to the Contractor to begin the Scope of Work.

**Scope of Work:** The scope of work described in this Agreement, Exhibit A and

specifically identified in the Contractor's proposal in response to the County's RFP.

**Specifications:** Any specifications provided as part of this Agreement pertaining to any equipment installed.

**State:** The State of California.

**System:** The operational Systems in the Facilities described in Exhibit A which are to be retro-commissioned by Contractor pursuant to this Agreement.

**Term of Agreement:** The period during which this Agreement is to be in effect as specified in Section 7.1.

**Year:** Year shall be defined as Three Hundred Sixty-Five (365) consecutive calendar days.

**Section 1.2 Exhibits** The following Exhibits are attached to and by reference made a part of this Agreement:

**Exhibit A:** A description of the Facilities to be retro-commissioned and a Scope of Work to be performed by the Contractor pursuant to this Agreement.

**Exhibit B:** A Certificate of Acceptance by the County indicating that the Scope of Work has been delivered and installed in accordance with this Agreement and the Specifications, and has been accepted by the County.

**Exhibit C:** Not Used

**Exhibit D:** Requirements for the Project Schedule.

**Exhibit E-1:** Contract Payment Request Form and Instructions

**Exhibit E-2:** Change Order Form

**Exhibit E-3:** Schedule of Values Form

**Exhibit E-4:** Unused

**Exhibit E-5 :** Jury Service Program



## **ARTICLE II DESCRIPTION OF WORK**

**Section 2.1 Retro-commissioning (RCx)** The retro-commissioning shall consist of all activities identified in the Scope of Work and in the Contractors proposal dated March 17, 2006 that are intended to improve the operations of HVAC Systems and Equipment located in the County Facilities identified in Exhibit A.

**Section 2.1.1 Retro-commissioning Phases** The retro-commissioning shall consist of the following phases:

- A. **RCx Planning Phase:** This phase shall include (but not be limited to) conducting initial meetings to review the overall RCx Scope of Work, collecting Facility and HVAC System and Equipment information, evaluating existing System sequences of operations, evaluating monitoring data available from existing BAS and EEMIS systems, and creating a CPM schedule.
- B. **RCx Investigation Phase:** This phase shall include (but not be limited to) systematically checking the operation and functionality of mechanical, electrical, controls of HVAC Systems and components; recording missing HVAC operational and performance data using portable data loggers; determining lighting load and hours of operation; determining consumption of office equipment and other loads; making spot measurements of HVAC System operation data; calibrating DDC or pneumatic building automation sensors; making minor mechanical repairs as found by the Contractor or the County; preparing a list of deficiencies to be corrected; conducting System level airflow measurements under minimum outside air, normal operation and full economizer modes.
- C. **eQUEST Modeling of Energy Efficiency Measures:** This phase shall include (but not be limited to) modeling consumption analyses of the Facilities; proposing modified System sequences of operations; identifying EEMs to be implemented, determining savings generated by the implementation of the EEMs; developing cost proposals to implement the EEMs.
- D. **RCx Implementation of EEMs and Functional Performance Testing:** Subject to Section 2.1.2, This phase shall include (but not be limited to) implementing approved EEMs as directed by the County; conducting Functional Performance Testing of the Equipment and Systems. Functional Performance Testing shall include testing Equipment and Systems under different modes of operation and under different parameters that control the operation of the Equipment and Systems. This phase shall also include Functional Performance Testing of EEMs not installed by the Contractor.
- E. **Final RCx Reports:** This phase shall include (but not be limited to) providing drawings, equipment operating schedules, written sequences of operations, test

procedures, and optimized operational parameters that reflect changes to the Systems and Equipment due to implementation of the EEMs. This phase shall also include providing a list of known System and Equipment deficiencies and recommended corrective actions. All eQuest model runs and the final eQuest model shall be provided in the program's electronic files. This report shall consolidate all of this information for all Facilities.

- F. **RCx Training and System Training Manual:** This phase shall include (but not be limited to) creating a Facility-specific training manual that addresses System and Equipment drawings, operating schedules, sequences of operations, test procedures, deficiency lists and recommended corrective actions, optimized operational parameters, and preventive maintenance schedules. The Contractor shall conduct training sessions for each Facility which shall be video taped and presented to the County in DVD format. The County shall coordinate the attendance of Facility personnel for the training session.
- G. **Annual M&V Report:** This phase shall include (but not be limited to) tracking the performance of the Systems and Equipment to evaluate the persistence of Energy Savings over a 12 month period starting from the date the Certificate of Acceptance is issued by the County. The tracking results will be compared to the System benchmarks created in the eQuest model. This phase shall also include any recommended modifications to the eQuest model assumptions, input data, and output formulas. M&V results will be submitted monthly over a period of 12 months from the date the Certificate of Acceptance is issued by the County.
- F. **Project Documentation:** The Contractor will submit a final report detailing the Scope of Work and all retro-commissioning phases. One electronic copy and 6 hard copies shall be provided. The eQuest model and data shall be submitted in electronic format only. This final report must be approved by the County before the Certificate of Acceptance will be issued.

#### **Section 2.1.2 Implementation of EEMs**

- A. The Contractor shall propose implementation of the EEMs in writing. Cost estimates shall be supported by an itemized cost and scope breakdown by activity, equipment, and labor (by trade). The labor rates shall be those as specified in the Contractor's proposal. The itemized breakdown shall quantify all Contractor and sub-contractor added and deleted labor, material, and construction equipment directly involved with the implementation of the energy measures. All work performed under this Agreement shall be scheduled to minimize interference with the operations.
- B. The County, through the Director, may deem that the implementation of any or all of the proposed EEMs are not cost effective. At the Directors discretion, the Director may reduce and/or change the scope of work and the total contract amount identified in Section 4.1 (for a maximum contract reduction of \$372,045)

to eliminate the implementation of any or all of the EEMs recommended by the Contractor. In no event will the contract sum exceed the amount identified in Section 4.1.

The County reserves the right to solicit competitive proposals from other vendors to implement the EEMs, which may be based upon the Scope of Work developed by the Contractor.

- C. After the County has approved the scope and cost of the EEMs and determined that the measure will be implemented under this Agreement, the County will issue a Notice to Proceed and the Contractor may order material, obtain any jurisdictional approvals, and schedule work in the facility. All necessary permits and approvals shall be the sole obligation of the Contractor.

**Section 2.2 M&V Report Energy Savings** The Contractor shall track the performance of the Equipment and System operations as described in Section 2.1.1. and in accordance with the sections below:

- A. **Energy Usage Records and Data** The County has furnished or shall furnish or cause its energy suppliers to furnish to the Contractor upon its request, all records and complete data regarding energy usage for the Facilities. This shall include the following data for the most current twenty-four (24) month period: utility records, occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other Systems; descriptions of all energy management procedures presently utilized. It is agreed and understood the County is making no warranty as to accuracy or correctness of the data supplied under this Section.
- B. **Energy Savings Calculations** The Contractor shall compare the Energy Savings calculated in the M&V Report against the estimated Energy Savings from the eQuest model for each EEM implemented in each Facility. The Contractor will provide the County, upon request, all data and calculations used to develop the estimates and required to audit the Contractor's findings in the Energy Savings M&V Report.

**Section 2.3 Location and Access** The County will not provide sufficient rent-free space at the Facilities for the installation and operation of the Equipment. The County shall provide access to the Facilities for the Contractor to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by the Contractor. The Contractor shall be granted access to make emergency repairs or corrections as it may in its discretion determine are needed. The Contractor shall give 48 hours prior notice to the County prior to entering the Facilities.

**Section 2.4 Hazardous Materials** The Contractor shall be responsible for proper

disposal of all PCB-contaminated materials by incineration and all non-hazardous equipment rendered useless as a result of the installation of the System. To the extent Contractor encounters any asbestos or other hazardous material in the performance of the Scope of Work, Contractor shall stop work, notify the County and propose a change in the Scope of Work pursuant to Section 2.5 providing for remediation of such material as necessary to accomplish the completion of the Scope of Work. The County may either accept Contractor's proposed change in the Scope of Work, or elect to undertake remediation efforts independently within a time period mutually acceptable to both parties. The parties agree that it is not contemplated under the original Scope of Work that Contractor undertake material remediation of asbestos or other hazardous materials (other than the disposal of PCB-contaminated ballasts). Subject to the foregoing, Contractor shall comply with all applicable federal, state and local requirements related to hazardous materials. The project completion date shall be extended if hazardous materials (except for PCB-contaminated ballasts) is encountered for those operations, which are part of the performance of the Scope of Work, and is on the critical path as defined in the project schedule.

**Section 2.5 Changes in Work** The Contractor and/or County may propose changes in the Scope of Work described in Exhibit A, including without limitation the types or quantities of Equipment to be installed, substantially in the form of Exhibit E-2, the Change Order Form and/or Change Order Request. Compensation for change orders may be either by unit prices as defined in the Contractor's proposal, or agreed lump sum. All lump sum estimates prepared by the Contractor shall be supported by an itemized cost breakdown. The itemized breakdown accompanying the estimate shall quantify all Contractor and subcontractor added and deleted labor, material, and construction equipment directly involved with the change.

For change order work performed solely by the Contractor, the Contractor may add a maximum of 15% mark-up which shall cover all profit, overhead, supervisions and any and all other expenses or costs which are incurred by the Contractor because of the change in the work.

For change order work performed by a subcontractor at any tier, the subcontractor may add a maximum of 15% mark-up, and the Contractor may add 6% mark-up which shall cover all profit, overhead, supervisions and any and all other expenses or costs which are incurred by the subcontractor because of the change in the work. County shall accept or reject proposed change orders within thirty (30) days of receipt from Contractor.

### **ARTICLE III DELIVERY SCHEDULE**

**Section 3.1 Scope of Work** All work associated with the Scope of Work and including all executed Change Orders shall be complete within \_\_\_\_ calendar days after the Notice to Proceed has been issued by the County.

## **ARTICLE IV PAYMENT**

**Section 4.1 Consideration** In consideration of the performance by the Contractor in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by the Director, County agrees to pay Contractor a maximum fee of \$AMOUNT, subject to any fully executed Change Orders as provided for in Section 2.5.

**Section 4.2 Payments** Payment for the Scope of Work comprising the original Contract shall be made upon demand of the Contractor as indicated in the following subsections A through D.

- A. A working day of the month shall be selected by the County and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. On the selected day of each month, payment requests equal to 90 percent of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the County for payment.
- B. Upon execution by the County of the Certificate of Acceptance, the Contractor may make a payment request for the amounts retained by the County as specified in Sections 4.1 and 4.2.
- C. No progress payment made at any time while there is work in progress will be considered an acknowledgment or acceptance of any or certain portions of the work done in accordance with the drawings and Specifications.
- D. All demands for payment shall be itemized and rendered in three (3) copies by the Contractor and shall be certified by the Director when found by him to be correct. Payment will be made to the Contractor within forty-five (45) days after receipt by the County of each Contractor's payment request. Amounts which are due and not paid to the Contractor within the forty-five (45) calendar days shall accrue interest at the lesser of (a) two and one-half (2-1/2) percentage points greater than the prime rate established from time to time by Bank of America, N.A., or the greatest rate of interest permitted by law.
- E. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments.
- F. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the contract, all sub-contractors and material suppliers

on record with the project manager will be notified by U.S. Mail regarding the status of such payment. Subcontracts and material suppliers of record will be advised to refer to their rights under the Civil Code relating to "Stop Notices" and other means or methods of securing payment of their work or materials.

**Section 4.3 Acceptance** Within 10 business days after written notification by the Contractor that the Scope of Work has been completed in accordance with this Agreement, the County shall, unless it determines that the Scope of Work has not been completed in accordance with this Agreement, execute and deliver to the Contractor a Certificate of Acceptance.

## **ARTICLE V MONITORING, MAINTENANCE AND MODIFICATIONS**

**Section 5.1 System Monitoring** From and after completion of the Scope of Work, the Contractor, for the term of the contract, at its own expense, shall:

- Visit the Facilities as necessary,
- Inspect the System for proper operation as necessary,
- Prepare an annual summary report of System condition which describes the operation of the equipment installed as observed by the Contractor,
- Repair or replace any of the County's existing equipment which is damaged as a result of negligent action by the Contractor, or its agents or independent Contractors.

**Section 5.2 Interference With Use of Facilities** All work required to be performed by the Contractor under Section 2 hereof shall be done at times and in a manner which will not unreasonably interfere with the County's use of the Facilities affected thereby.

**Section 5.3 Protection and Modification of System By County** From and after acceptance of the System:

- A. The County shall properly maintain at its expense the Facilities in good working order as they affect the System, including the System and the equipment to which the System is connected. The County shall operate the System in accordance with manufacturers' recommendations and all applicable federal, state and local regulations.
- B. County shall notify the Contractor immediately of any malfunction of the System or any related energy consuming equipment.

## **ARTICLE VI**

## NOT USED

### ARTICLE VII GENERAL PROVISIONS

**Section 7.1 Term of Agreement** The Term of this Agreement shall commence on the date of execution and continue for one year, from and after the execution and delivery of the Certificate of Acceptance acknowledging the acceptance of the System.

**Section 7.2 Not Used**

**Section 7.3 Termination and Suspension**

- A. **For the County's Convenience** The Director may, in his sole option and discretion, cancel, terminate or suspend this Agreement, without any liability other than payment for work already performed, up to the date of termination or suspension by giving written 30 day notice of such termination or suspension to Contractor. The Contractor shall be paid the reasonable value of his services rendered. In the event of any such termination or suspension by the Director, Contractor shall provide to County a termination report consisting of all drawings, specifications, reports and data accumulated to the date of such termination in a form capable of assimilation for use by County.
- B. **Termination for Default** If the Contractor refuses or fails (i) to commence the work within the time required by this Agreement, (ii) to prosecute the work or any separable part with the diligence that will ensure completion within the time specified in this Agreement, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its sub-contractors, laborers, and materialmen, (v) to perform any of Contractor's other obligations under this Agreement, or (vi) to complete the work within the time specified in this Contract ("events of default"), the Contractor shall be in default of this Agreement.
- 1 Once in default, the Contractor shall cure such events of default within thirty (30) days of receipt of written notice of default, or if such events of default cannot be completely cured within thirty (30) days after said written notice, Contractor shall notify the County of the delay within ten (10) days of receipt of the written notice of such default and commence and diligently pursue to cure such default in a manner and reasonable time frame mutually acceptable to the County and the Contractor.
  2. If the Contractor fails to cure an event of default pursuant to this Section, the Director may, by written notice to the Contractor, terminate the right to

proceed with the work (or the separable part of the work). In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, on the site necessary for completing the work. The Contractor and Contractor's sureties shall be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

- E. **Termination for Improper Consideration** The County, by written notice to Contractor, may immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
- F. **Default Regarding Use of County Lobbyist** Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this contract, upon which County may immediately terminate or suspend this Agreement.
- G. **Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program** Failure of Contractor to maintain compliance with the requirements set forth in Section 8.17 "Contractor Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default of Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provisions of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Section 7.3.2 "Termination for Default", and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.



## H. **Contractor Responsibility and Debarment**

### 1. **Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with Responsible Contractors.

### 2. **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 3. **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### 4. **Contractor Hearing Board**

a. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred,

and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**5. Sub-contractors of Contractor**

Section 7.3 (H) shall also apply to sub-contractors of County Contractors.

- I. **Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law** The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-contractors, if any, to post this poster in a prominent position in the Sub-contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the posters to be used.

#### **Section 7.4 Intentionally Left Blank**

**Section 7.5 General Insurance Requirements** Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- A. **Evidence of Insurance** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered the Internal Services Department prior to commencing services under this Agreement. Such certificates or other evidence shall:
1. Specifically identify this Agreement.
  2. Clearly evidence all coverages required in this Agreement.
  3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
  4. Include copies of the additional insured endorsement to the commercial general liability policy adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
  5. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- B. **Insurer Financial Ratings** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. **Failure to Maintain Coverage** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. **Notification of Incidents, Claims or Suits** Contractor shall report to County:
1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage or building services disruption which may result in the filing of a claim or lawsuit against Contractor and/or County shall be report via phone within an hour to the assigned County Project Manager and thereafter made in writing within 24 hours of occurrence.
  2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  3. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury report" to the County project manager.
  4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- E. **Compensation for County Costs** In the event that Contactor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all cost incurred by County.
- F. **Insurance Coverage Requirements for Sub-contractors** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
1. Contractor providing evidence of insurance covering the activities of sub-Contractors, or
  2. Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance

coverage at any time.

#### **G. Insurance Coverage Requirements:**

1. **General Liability** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. **Automobile Liability insurance** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.
3. **Workers Compensation and Employers’ Liability** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

4. **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

#### **Section 7.6 Indemnification**

- A. Contractor agrees to indemnify, defend, and hold harmless the County, and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for

damages or workers' compensation benefits relating to Contractor's operations or its services related to the performance of this Agreement, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

- B. Contractor agrees to indemnify and hold County harmless from any loss, damage or liability resulting from a violation by Contractor, its employees, agents, or sub-contractors of such laws, rules, regulations, ordinances, and directives.

### **Section 7.7 Warranty**

- A. **Equipment Warranty** The Contractor hereby assigns to the County all of its interest in any Equipment Vendor's warranties and guarantees, expressed or implied, provided that the Contractor is hereby authorized to obtain the customary services furnished in connection with such warranties and guarantees on behalf of the County. The County shall be a third party beneficiary of all warranties and representations applicable to any Equipment installed. The Contractor shall provide an extended warranty for defects in materials for all equipment and material provided for a period of two (2) years from the date of project acceptance as indicated in the Certificate of Acceptance (Exhibit B) executed by the County.
- B. **Workmanship Warranty** The Contractor warrants the quality of all work performed in the System, and fitness for the particular use contemplated by County, whether expressed or implied, made by the Contractor. The Contractor further warrants installation or modification by the Contractor of the System for defects in workmanship for a period of two (2) years from the date of project acceptance as indicated in the Certificate of Acceptance (Exhibit B) executed by the County.

**Section 7.8 Repairing Damaged Work/ Restoring Building Services** All portions of the work that may be damaged by accident or in the course of or on account of installation services, or by reason of any other cause, or disruption to building services, except by County cause, during the progress of the work, shall be carefully and neatly repaired or reconstructed or restored by Contractor at his sole expense and the whole left in first-class condition and turned over to the County ready for use. Should any part of the work of this Agreement be cut into or damaged by other Contractors, the Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

**Section 7.9 Quality of Work and Material** All materials, parts and equipment furnished by the Contractor shall be new, first quality and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices. All work shall conform to the project drawings and Specifications.

### **Section 7.10 Assignment**

- A. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**Section 7.11 Compliance with Laws** Contractor shall conform to and abide by all applicable Municipal, County State and Federal laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference.

**Section 7.12 Liquidated Damages** All time limits stated in this Agreement are of the essence and in the event Contractor fails to complete the work required to be done hereunder on or before the time for completion set forth herein, including any authorized extension of time, it is mutually understood and agreed by and between Contractor and the County that the use by the public of the System will be correspondingly delayed, and that by reason thereof, the County and the public will necessarily suffer great damages and that the nature of the damages will be extremely difficult and impractical to fix that the County and the Contractor have endeavored to fix the amount of said damages in advance; that the sum of \$200 a day for each and every day's delay in the

completion of the System subsequent to the required time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the County and Contractor hereby fix said sum of \$200 a day, for each and every day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of this agreement to complete the System on or before the stated time of completion and, in the case of such breach, the County shall cause the deduction of said amount from the amount due Contractor hereunder. In the event the remaining balance due Contractor is insufficient to cover the full amount of assessed liquidated damages, then Contractor or the surety on the bonds shall pay the difference to the County.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

**Section 8.1 Notices** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered or certified form with postage fully prepaid to the addresses specified in the first page hereof; provided that the Contractor and the County, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

**Section 8.2 Force Majeure** Should either party hereunder be prevented by force or events not under its control from performing its obligations under this Agreement, this Agreement will nevertheless remain in effect and performance hereunder will be resumed as soon as such causes have been remedied.

**Section 8.3 Binding Effect** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the County and their respective successors and assignees.

**Section 8.4 Severability** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.5 Amendments, Changes and Modifications** This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Contractor and the County.

**Section 8.6 Waiver** The waiver of any breach of any term, covenant or condition of this Agreement by any of the parties hereto shall not constitute a continuing waiver of any subsequent breach, either of the same or of any additional or different term, covenant or condition of this Agreement.

**Section 8.7 Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any



provision, Article, section or clause of this Agreement.

**Section 8.8 Further Assurances and Corrective Instruments** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment or the System, or for otherwise carrying out the expressed intention of this Agreement.

**Section 8.9 Entire Agreement** This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties with respect to this Agreement other than those set forth in this Agreement.

**Section 8.10 Applicable Law** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the Superior Court of the County of Los Angeles.

**Section 8.11 Prevailing Wages** Contractor shall, in the event and to the extent required by applicable law, cause to be paid to each worker employed, whether employed directly by Contractor or by one of its sub-contractors, the rate of wages generally prevailing for such worker's skill or trade in the area in which the Facilities are located.

Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are on file with the County of Los Angeles, Internal Services Department.

**Section 8.12 Conflict of Interest.** No County employee whose position in County enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

**Section 8.13 Independent Contractor Status** This Agreement is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

**Section 8.14 Affirmative Action** During the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.
- B. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor shall deal with Contractor's sub-contractors without regard to or because of race, color, religion, sex or national origin.
- D. The Contractor shall comply with current federal employment and reporting requirements for County funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with Federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the Federal form.
- E. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this Section.
- F. The Contractor shall allow the County access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested in writing by the County.
- G. The Contractor agrees that if the County finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated Federal or State anti-discrimination laws may constitute a finding by the County of Los Angeles that the Contractor has violated the anti-discrimination provisions of the Agreement.

- H. At County's option, and in lieu of canceling, terminating, or suspending the Agreement, the County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars (\$200) for each violation found and determined. The County and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.
- I. The Contractor shall include the provisions of the foregoing paragraphs A through H. in every subcontract, so that such provisions will be binding upon each sub-contractor performing work required by this Agreement.

**Section 8.15 Consideration of Hiring County Employees Targeted For Layoffs**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment opening to qualified permanent County employees who are targeted for layoff after the effective date of this Agreement.

**Section 8.16 Consideration of Hiring GAIN/GROW Program Participants** Should Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**Section 8.17 County's Quality Assurance Plan** The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

**Section 8.18 Contractor's Warranty of Adherence to County's Child Support**

**Compliance Program** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5426(b).

**Section 8.19 Notice to Employees Regarding Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each sub-contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

**Section 8.20 Compliance with Jury Service Program**

**A. Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**B. Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the

County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for the County under the Contract, the sub-contractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **SECTION 8.21 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### **SECTION 8.22 BACKGROUND CLEARANCES**

At any time prior to or during term of this Agreement, the County may require that all Contractor's staff performing work under this Agreement undergo and pass, to the

satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

IN WITNESS HEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Director of the Internal Services Department, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

Company Name

\_\_\_\_\_

By\_\_\_\_\_

Dave Lambertson  
Director  
Internal Services Department

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, Jr.  
County Counsel

By\_\_\_\_\_  
Senior Deputy County Counsel

## **EXHIBIT A SCOPE OF WORK**

### **DESCRIPTION OF SYSTEM, EQUIPMENT AND LOCATION**

In addition to the Scope of Work described in this Agreement, the Scope of Work also includes the following documents and such documents are incorporated in this Agreement by reference:

- Contractor's Proposal dated March 17, 2006
- List of Facilities attached
- County RFP dated -----





COUNTY OF LOS ANGELES  
**Internal Services Department**  
1100 North Eastern Avenue  
Los Angeles, California 90063



(a)  
(b) Dave  
Lambertson  
(c) **Director**

Telephone: (323) 881-3949  
FAX: (323) 260-5237

*To enrich lives through effective and caring service.*

(date)

EXHIBIT B  
CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the County; and, with respect to the Equipment described in Exhibit A, (the Equipment Group) of the Energy Savings Agreement (Agreement) dated as of \_\_\_\_\_, by and between the County and (Contractor), that:

1. The equipment has been delivered and installed at the Facilities in accordance with the Specifications described in the Agreement.
2. The date of acceptance of the Equipment is \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LOS ANGELES,

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT C**

**Not Used**

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## **EXHIBIT D REQUIREMENTS FOR THE PROJECT SCHEDULE**

### **A. GENERAL**

1. The Contractor shall provide a schedule for the Scope of Work in accordance with the requirements of this Exhibit. Any variation from the approach specified herein shall be used only with the prior approval of the County.
2. The schedule shall employ the Critical Path Method (CPM) using an automated system for the planning, scheduling and reporting of the Scope of Work to be performed under the Agreement. All schedule submittals shall be accompanied by a computer diskette containing the schedule and quantity data. The graphic portions of the schedule shall be displayed using a diagramming method acceptable to the County.
3. Where applicable, the schedule shall provide a quantified breakdown of schedule activities by floor within the Facility in order to provide a realistic projection of planned work in the various work areas of each Facility.
4. The Contractor shall provide for the automated updating of the computer-produced schedule at no cost to the County.
5. The Contractor shall state which days of the week will be planned work days, holidays, and time periods for shift work by trade, if any.
6. In developing the schedule, the Contractor shall be responsible for assuring all subcontractor work, as well as its own work, is included in the schedule. The Contractor shall also be responsible for the inclusion of all activities by other parties, which may impact upon the Scope of Work, including activities to be performed or provided by the County.
7. The schedule as developed shall show the sequence and interdependence of all activities (Contractor and others) required for completed performance of the Scope of Work. The Contractor shall be responsible for assuring all work sequences are logical and understood by the County.

8. Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity.
9. In the event the Contractor fails to define any element of work, activity or logic and the County review does not detect this omission or error, such omission or error, when discovered by the Contractor or County, shall be corrected by the Contractor at the next monthly schedule Update (discussed hereinafter) and shall not affect the requirements of ARTICLE III – DELIVERY SCHEDULE.
10. Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the requirements of ARTICLE III – DELIVERY SCHEDULE.

**B. JOINT REVIEW, REVISION, ACCEPTANCE**

1. The Contractor shall meet with the County within seven (7) calendar days after the date of the Notice to Proceed to conduct a joint review of the schedule requirements of the Agreement to assure the County of the Contractor's understanding of the requirements of this Exhibit.
2. Within seven (7) calendar days after the date of the Notice to Proceed, the Contractor shall designate in writing an authorized representative in the Contractor's organization who shall be responsible for coordinating with the County during the preparation and maintenance of the schedule. The Contractor's representative shall have complete authority to act on behalf of the Contractor in fulfilling the requirements of the Agreement.
3. The Contractor shall submit the schedule fourteen (14) days after the date of the Notice to Proceed.
4. If the County questions the Contractor's proposed activities, logic, durations, or quantities, the Contractor shall, within (7) calendar days of receipt of the County's request, provide a satisfactory revision to, or adequate justification for, the schedule's activities, logic durations, or quantities to the satisfaction of the County.
5. If the County does not request a revision or justification of the schedule, the County and the Contractor shall meet within fourteen (14) calendar days of receipt of the Contractor's schedule for joint

review, correction or adjustment of the schedule.

6. If the County does request a revision or justification, the County and the contractor shall meet within seven (7) calendar days of receipt of the Contractor's response to the County's comments on the schedule for joint review, correction or adjustment of the Contractor's schedule. Any areas, which, in the opinion of the County, conflict with timely completion of the Scope of Work, shall be subject to revision by the Contractor.
7. Upon establishment of an agreed upon schedule, the Contractor shall sign on the face of the schedule documents which shall then indicate the Contractor's acceptance and approval of the schedule. Final review and acceptance by the County will take place subsequently within seven (7) calendar days.

C. **SCHEDULE CONTENT**

1. The schedule shall cover the following project phases and/or activities:
  - a. Issuance of the Notice to Proceed.
  - b. Identification of any required permits or approvals required to perform the work of the project.
  - c. Procurement Activities to be accomplished during the Contract. Procurement activities shall include shop drawing submittals, appropriate time for approvals, and the fabrication and realistic delivery of key and long-lead procurement items.
  - d. Construction or installation by floor within building.
  - e. Correction of any punchlist deficiencies.
  - f. Final Inspection/Acceptance of the Scope of Work
2. The following shall be depicted on the schedule for each activity:
  - a. Activity numbers.
  - b. Concise description of the work represented by the activity.
  - c. Activity duration in whole working days with a maximum

duration of fifteen (15) working days each, except for non-construction activities including mobilization, shop drawing, fabrication of materials, delivery of materials.

- d. If applicable, the quantity of fixtures represented by the activity.
- e. Original Duration of the activity.
- f. Remaining Duration of the activity.
- g. Activity Early Start Date.
- h. Activity Early Finish Date.
- i. Total Float.

**D. SCHEDULE UPDATING**

1. The schedule shall be updated on a regular basis until the Certificate of Acceptance has been issued. The Contractor shall meet with the County at regularly scheduled update meetings to review actual progress made through the date of the schedule update meeting, including the date activities started and/or completed, and the percentage of work completed on each activity started and/or completed. The date of each scheduled update meeting shall be mutually agreed upon by the Contractor and the County and shall be reflected on the schedule.
2. In case of disagreements at the schedule update meeting concerning actual progress to date, the County's determination shall govern.
3. Each updated schedule shall be forwarded to the County and will include a diskette containing the back-up of the schedule and three (3) copies of the schedule.
4. If the County does not record any exceptions to the schedule update within fourteen (14) calendar days after its receipt, the County shall be deemed to have accepted and approved the schedule update.

**E. SCHEDULE REVISION**

1. Updating the schedule to reflect actual progress made up to the

date of the schedule update meeting shall not be considered a revision to the schedule.

2. If, as a result of the monthly schedule Update, it appears the schedule no longer represents the actual progress of the Work, the County will request, and the Contractor shall submit, a revision to the schedule.
3. The County may also request revisions to the schedule in the event the Contractor's Scope of Work is revised. If the Contractor desires to make changes in the schedule to reflect revisions in its method of operating and scheduling of the Scope of Work, the Contractor shall notify the County in writing, stating the reason for the proposed revision to the schedule.
4. If revision to the schedule is contemplated, the Contractor or County shall so advise the other in writing at least fourteen (14) calendar days prior to the next schedule Update meeting, describing the revision and setting forth the reasons thereof.
5. All reasonable requests by the County for revisions will be implemented by the Contractor.

**F. RESPONSIBILITY FOR COMPLETION**

1. The Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the completion of the Scope of Work in accordance with the schedule. If, in the opinion of the County, the Contractor falls behind in meeting the dates contained in the schedule, the Contractor shall take such steps as may be necessary to improve its progress, and the County may require it to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction equipment without additional cost to the County. The provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the Contractor so elects and gives reasonable notice to the County.

ACCEPTANCE BY THE COUNTY OF THE CONTRACTOR'S SCHEDULE DOES NOT RELIEVE THE CONTRACTOR OF ANY OF ITS RESPONSIBILITY WHATSOEVER FOR THE ACCURACY OR FEASIBILITY OF THE SCHEDULE, OR OF THE CONTRACTOR'S ABILITY TO MEET THE CONTRACT COMPLETION DATE, NOR DOES SUCH ACCEPTANCE EXPRESSLY OR IMPLIEDLY WARRANT, ACKNOWLEDGE OR ADMIT THE REASONABLENESS OF THE ACTIVITIES, LOGIC,

DURATIONS, OR QUANTITY LOADING OF THE CONTRACTOR'S SCHEDULE.





COUNTY OF LOS ANGELES  
Internal Services Department

1100 North Eastern Avenue  
Los Angeles, California 90063



(d)  
(e) Dave  
Lambertson  
(f) Director

Telephone: (323) 881-3959  
FAX: (323) 260-5237

*To enrich lives through effective and caring service.*

(date)

**Exhibit E-1**  
**Energy Management Division**  
**Contract Payment Request No.**

Progress Period from xx/xx/xx through xx/xx/xx

EMD Contract Number: EMD-

Date: xx/xx/xx

Contractor:

Contractor Invoice #

Address:

Phone:

Page 1 of

Item No.	Location/Facility	Contract Amount	Percent to Date	Total Earned to Date
A		\$ -	0.0%	\$ -
		\$ -		\$ -
		\$ -		\$ -
	Total Contract Value	\$ -		\$ -
B	Previous Earned to Date (Item A from Prior Claim)			\$ -
C	Total \$ Due this Period (A minus B)			\$ -

**Certification of the Contractor or its Duly Authorized Representative**

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work shown on the payment request are correct; that all the work has been performed and material supplied in full accordance with the contract on this project; that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "total amount payable this estimate" has been received.

Contractor: \_\_\_\_\_

\_\_\_\_\_  
Signature - Title

\_\_\_\_\_  
Date

Los Angeles  
County: \_\_\_\_\_

Project Manager

Date \_\_\_\_\_

Certified and Approved as per the Terms of the Contract



**COUNTY OF LOS ANGELES**  
**Internal Services Department**

1100 North Eastern Avenue  
Los Angeles, California 90063



(g)  
(h) Dave  
Lambertson  
(i) **Director**

Telephone: (323) 881-3949  
FAX: (323) 260-5237

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a.Exhibit E-2

Date:

**CHANGE ORDER No.**

Project:

EMD Contract Number: EMD-

Facility Name:

Contractors Name

Contractors Street Address:

Contractors City – State – Zip

Attention:

You are hereby directed to make the following changes. Changes shall include labor, material and equipment; each item shall include all charges direct and indirect arising out of this additional work.

Item 1:

Reason: The

Cost.....\$

Total Net Kw savings due to this change (+/-) Kw

Total net time impact of this change order.....

The contract completion date is extended from – remains at / / to / / .

This change order constitutes full and mutual accord and satisfaction for all costs and time extensions related to this change order. By acceptance of this change order, the Contractor agrees that the change represents an equitable adjustment to the contract. With the execution of the change order, the Contractor releases the County of Los Angeles from any and all existing or future delay impact costs, home office, or extended overhead claims related to the work authorized in this change order. The specifications, where pertinent, shall apply to these changes.

---

Contractor

---

Executed

---

County of Los Angeles

---

Executed

### Exhibit E-3 Schedule of Values

[illegible]

**EXHIBIT E-4  
COMPREHENSIVE AUDIT**

**NOT USED**

**Exhibit E- 5**  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a Contractor or sub-contractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ **My business does not meet the definition of "Contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.**
  
- ☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

**"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.**

**"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

- ☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II - Certification of Compliance

- ☐ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:





<b>PROPOSED ENERGY RETROFIT PROJECTS</b> <b>DEPARTMENT OF WATER AND POWER TERRITORY</b> <b>EXHIBIT A</b>							
BIS	Building Name	Street	Address	City	SQFT	Cost	Annual Savings
<b><u>LIGHTING RETROFITS</u></b>							
	7615 PARKING GARAGE (ALAMEDA STREET GARAGE)	1055 N ALAMEDA ST	LOS ANGELES		212,442		
	9039 PARKS & RECREATION-HEADQUARTERS BUILDING	433 S VERMONT AVE	LOS ANGELES		31,862		
	9020 PROBATION-CRENSHAW AREA OFFICE	3606 W EXPOSITION BLVD	LOS ANGELES		19,112		
	5219 DPSS-EAST VALLEY AP DISTRICT OFFICE	14545 LANARK ST	PANORAMA CITY		49,360		
	5285 DPSS METRO EAST AP DISTRICT OFFICE	2855 E. OLYMPIC	LOS ANGELES		63,066		
	5249 PKG STRCT (DPSS-METRO NORTH AP/CALWORKS DIST)	2601 WILSHIRE BLVD (651	LOS ANGELES		501,000		
	6320 FIRE-PACOIMA (ENTIRE FACILITY)	12605 OSBORNE ST	PACOIMA		98,628		
	5266 DHS-JUV CRT HEALTH SVCS/ MENTAL HEALTH CLINIC	1925 DALY ST	LOS ANGELES		16,878		
	10167 MUSIC CENTER ANNEX	301 N GRAND	LOS ANGELES		27,582		
	858 CENTRAL ARRAIGNMENT COURTHOUSE	429 BAUCHET ST.	LOS ANGELES		83,692		
	10816 PARKING GARAGE (DPSS HUMAN RESOURCES)	524 S. WESTMORELAND A	LOS ANGELES		37,850		
	5215 DPSS CIVIC CENTER DISTRICT OFFICE	813 E. 4TH ST.	LOS ANGELES		39,956		
	630 BARRY NIDORF JUVENILE HALL	16350 FILBERT ST.	SYLMAR		12,737		
<b>SUBTOTAL</b>						<b>\$793,575</b>	<b>\$189,789</b>
<b><u>PARKING STRUCTURE EXHAUST SYSTEM UP-GRADES</u></b>							
	90 LOT 18	140 N Grand	Los Angeles		465,310		
	91 LOT 10	145 N Broadway	Los Angeles		211,347		
						<b>\$481,431</b>	<b>\$170,868</b>
<b><u>LIGHTING CONTROLS</u></b>							
	52 HEALTH ADMINISTRATION	313 N FIGUEROA STREET	LOS ANGELES		221,359		
	3512 MENTAL HEALTH - LE SAGE COMPLEX	550 VERMONT	LOS ANGELES		261,115		
						<b>\$614,730</b>	<b>\$33,816</b>
<b><u>RETROCOMMISSIONING</u></b>							
	10880 The Adams and Grand Building	2615 S. Grand Avenue	Los Angeles		215,439		
	10885 DPSS Metro Special A/P District Office	2707 S. Grand Avenue	Los Angeles		115,242		
	39 Kenneth Hahn Hall of Adminstration	500 West Temple	Los Angeles		958,090		
	5266 Metropolitan (Traffic) Courthouse - Central District	1946 Hill Street	Los Angeles		303,434		
						<b>\$1,130,096</b>	<b>\$275,490</b>
<b>SUB-TOTAL</b>						<b>\$3,019,832</b>	
<b>CONTINGENCY</b>						<b>\$50,000</b>	
<b>TOTAL</b>						<b>\$3,069,832</b>	<b>\$669,963</b>

Award information has not been added at this time.

---

**Bid Information**

**Bid Number :** 103859

**Bid Title :** Retro Commissioning Services

**Bid Type :** Service

**Department :** Internal Services Department

**Commodity :** ENERGY CONSERVATION SERVICES (INCLUDING AUDITS)

**Open Date :** 1/25/2006

**Closing Date :** 2/10/2006 2:00 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** \$ 000,000

**Bid Download :** [Available](#)

**Bid Description :** The Los Angeles County Department of Internal Services (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide retro commissioning services. The purpose of this retro-commissioning project is to optimize the operations of heating, ventilation and air-conditioning (HVAC) systems in existing Los Angeles County facilities located in the Los Angeles Department of Water and Power (LADWP) service territory to achieve sustainable reduction in electric and gas consumption. Additional objectives include HVAC system optimization protocols, energy benchmarking, and retro commissioning training manual for County personnel in order to realize sustained energy savings. Accurate retro commissioning check-lists, protocols, procedures and reports shall be provided to the County to allow Maintenance & Operations (M&O) personnel to operate, monitor, maintain and optimize the County buildings' HVAC systems.

**Contact Name :** Ana Davila

**Contact Phone# :** (323) 881-5178

**Contact Email :** [adavila@isd.co.la.ca.us](mailto:adavila@isd.co.la.ca.us)

**Last Changed On :** 1/26/2006 7:46:15 AM

[Back to Last Window](#)

[Back to Award Main](#)

Award information has not been added at this time.

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### Bid Information

Bid Number : 103857AD  
Bid Title : Energy Retrofit Services  
Bid Type : Service  
Department : Internal Services Department  
Commodity : ENERGY CONSERVATION SERVICES (INCLUDING AUDITS)  
Open Date : 1/10/2006  
Closing Date : 2/9/2006 2:00 PM  
Notice of Intent to Award : [View Detail](#)  
Bid Amount : \$ 2,000,000  
Bid Download : [Available](#)  
Bid Description : Design and installation of energy conservation measures including lighting, lighting controls, and carbon monoxide sensors.  
Contact Name : Ana Davila  
Contact Phone# : (323) 881-5178  
Contact Email : [adavila@isd.co.la.ca.us](mailto:adavila@isd.co.la.ca.us)  
Last Changed On : 1/25/2006 3:08:13 PM

[Back to Last Window](#)

[Back to Award Main](#)

**ATTACHMENT E**

**LIST OF VENDORS**

**LIGHTING, LIGHTING CONTROLS AND CARBON MONOXIDE SENSORS**

**EnerTech Systems, Incorporated**

**Sun Energy Solutions**

**Executive Lighting Services**

**California Retrofit, Incorporated**

**Lighting Technology Services, Incorporated**

**Athena Engineering**

**Whitehead Electrical Services**

**ATTACHMENT F**  
**LIST OF VENDORS**  
**RETROCOMMISSIONING**

**TME, Incorporated**

**ENREPS, LLC**

**Genelco, Incorporated**

**Lincus Building Systems**

**Engineering Economics, Incorporated**

**Testmarcx Commissioning Solutions**

**Adams and Associates, Incorporated**

**Canyon States Engineers**

**American Air Balance Company, Incorporated**

**Quantum Energy Services and Technologies, Incorporated**

**Coordinated Projects, Incorporated**

**XENERGY Mechanical Engineers and Contractors**

**Farnsworth Group, Incorporated**

**PECI**

**ABLE Engineering Services**

**Keithly Welsh Associates, Incorporated**

**Ackerman – Practicon**

**Jacobs Facilities, Incorporated**

**Kitchell**

**BCG Building Commissioning Group**

**ATTACHMENT F**  
**LIST OF VENDORS**  
**RETROCOMMISSIONING**

**Burgess Group, Incorporated**

**Enovity, Incorporated**

**EYP Mission Critical Facilities, Incorporated**

**Guttman & Blaevoet Consulting Engineers**

**Sherrill Engineering, Incorporated**

**Architectural Energy Corporation**

**E Cube, Incorporated**

**Saunders Construction, Incorporated**

**Sebesta Blomberg**

**TestMarc Commissioning Solutions**

**IAQ Engineers, Incorporated**

**Southwest Commissioning Services**

**Professional Design Associates, Incorporated**

**DCSI**

**R.C. White Consulting**

**ACR Engineering, Incorporated**

**KWR Engineering Services, LLC**

**James Johnston and Associates**

**Bath Engineering Corporation**

**Gilbane**

**ATTACHMENT F**  
**LIST OF VENDORS**  
**RETROCOMMISSIONING**

**PageSoutherland Page**

**Command Commissioning**

**Texas Tech University System**

**Brooks Energy and Sustainability Lab**

**HVAC Facilities Maintenance Consultants**

**Utah New Vision Construction, LLC**

**Total Building Commissioning**

**ATTACHMENT G**  
**LIST OF VENDORS**  
**RETROCOMMISSIONING**

**TME, Incorporated**

**ENREPS, LLC**

**Genelco, Incorporated**

**Lincus Building Systems**

**Engineering Economics, Incorporated**

**Testmarcx Commissioning Solutions**

**Adams and Associates, Incorporated**

**Canyon States Engineers**

**American Air Balance Company, Incorporated**

**Quantum Energy Services and Technologies, Incorporated**

**Coordinated Projects, Incorporated**

**XENERGY Mechanical Engineers and Contractors**

**Farnsworth Group, Incorporated**

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**Kitchell**

**BCG Building Commissioning Group**



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**Burgess Group, Incorporated**

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**EYP Mission Critical Facilities, Incorporated**

**Guttman & Blaevoet Consulting Engineers**

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**Architectural Energy Corporation**

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**PageSoutherland Page**

**Command Commissioning**

**Texas Tech University System**

**Brooks Energy and Sustainability Lab**

**HVAC Facilities Maintenance Consultants**

**Utah New Vision Construction, LLC**

**Total Building Commissioning**

**COUNTY OF LOS ANGELES  
COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)**

**Attachment H**

Page 1 of 1

FIRM INFORMATION		ENERGY CONTROLS & CONCEPTS	WHITEHEAD ELECTRICAL SYSTEMS, INC.	MCPARLANE & ASSOCIATES, MBO INC.
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American	0%	0%	0%
	Hispanic/Latin American	51%	0%	65%
	Asian American	0%	0%	0%
	American Indian/Alaskan	0%	0%	0%
	All others	49%	100%	35%
	Women (included above)	51%	51%	35%
		<b>Number</b>	<b>Number</b>	<b>Number</b>
	Number of owners/partners	3	2	3
		<b>Number</b>	<b>Number</b>	<b>Number</b>
MANAGER	Black/African American	0	0	0
	Hispanic/Latin American	0	0	0
	Asian American	1	0	0
	American Indian/Alaskan	0	0	0
	All others	4	0	0
	Women (included above)	2	0	0
STAFF	Black/African American	0	0	0
	Hispanic/Latin American	1	1	0
	Asian American	0	0	0
	American Indian/Alaskan	0	0	0
	All others	4	3	0
	Women (included above)	1	0	0
TOTAL # OF EMPLOYEES		13	6	3
BUSINESS STRUCTURE		Corporation	Corporation	LLC
County Certification				
CBE				
LSBE		X		X
OTHER CERTIFYING AGENCY				Metropolitan Water District of Southern California